

Recorded April 23, 1965 at 12:15 P.M.

Exhibit A

THIS AGREEMENT OF SALE, made this 21 day of April, 1965, by and between Jesse N. Smith, hereinafter called Vendor, and D. Clarence Harshman and Pauline E. Harshman, his wife, hereinafter called Vendees.

W I T N E S S E T H: That for and in consideration of the mutual covenants and agreements hereinafter set forth, the Vendor does hereby bargain and sell unto the Vendees and the Vendees purchase of and from the Vendor, all those two farms situate, lying and being along or near the public road leading from Myersville to Harmony, in Jackson Election District, Frederick County, Maryland, containing in the aggregate 202 acres, more or less, and being described in deeds to the Vendor from Mary L. Summers, widow, et al. and Maurice J. Schroyer and wife, upon the following terms and conditions:

1. That the purchase price of the land hereinabove described shall be the sum of Sixty Thousand Dollars (\$60,000.00), which said sum shall be paid in the following manner, to wit: First, by the payment of the sum of Five Thousand Dollars (\$5,000.00) at the time of the execution of this agreement, and thereafter by the payment by the Vendees unto the Vendor of the sum of Two Hundred and Fifty Dollars (\$250.00) beginning on the first day of June, 1965, and on the first day of each and every month thereafter until the first day of April, 1971, at which time the entire unpaid principal balance with any accrued interest thereon shall be due and payable.

2. The Vendees do further covenant and agree to pay to the Vendor on the first day of April, 1966, and on the first day of April of each year thereafter, until the first day of April, 1971, the sum of Two Thousand Dollars (\$2,000.00) to be applied to the unpaid principal balance.

3. It is further agreed by and between the parties hereto that the Vendees shall have the option of reducing the monthly payments hereinabove provided by the sum of Four Dollars (\$4.00) for each One Thousand Dollars (\$1,000.00) of principal paid in reduction of the purchase price.

4. It is further agreed that the Vendees shall have the right to prepay without premium or fee at any time, a part or all of the principal balance due upon this contract.

5. It is further agreed between the parties hereto that upon the payment of at least Twenty Thousand Dollars (\$20,000.00) of principal, the Vendees may require the Vendor to deliver unto them a deed conveying a good and marketable fee simple title to that portion of the 202 acres above mentioned containing approximately 95 acres, and known as the Summers farm. It is further agreed that upon the payment of Thirty-five Thousand Dollars

PETITIONER'S EXHIBIT A
TO PETITION FOR RATIFICATION OF SALE OF REAL ESTATE